



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

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Doc Description: Preventative Maintenance Services for Loadometer Stations			
Doc ID No: MA 605 0600000530 4		Proc Folder: 61218	
Procurement Type: Special Authority Services			
Effective Date: 2006-08-01		Expiration Date: 2009-07-31	
Not To Exceed Amount			
Administered By: BEN MCCRAY		Cited Authority: FAP111-10-00-05	
Telephone: 502-564-4630		Issued By: BEN MCCRAY	
V E N D O R	JACK MANN SCALES INC		
	2073 MERCER RD		
	LEXINGTON KY 40511		
	US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Lyon County Loadometer Station - Eastbound (I-24)		0.00		0.00000	11,250.00	11,250.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Lyon County Loadometer Station on Eastbound I-24.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Lyon County Loadometer Station - Westbound (I-24)		0.00		0.00000	11,250.00	11,250.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Lyon County Loadometer Station on Westbound I-24.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
3	Henderson County Loadometer Station - Southbound (US 41)		0.00		0.00000	11,700.00	11,700.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Henderson County Loadometer Station on Southbound US 41.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
4	Simpson County Loadometer Station - Northbound (I-65)		0.00		0.00000	11,700.00	11,700.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Simpson County Loadometer Station on Northbound I-65.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
5	Boone County Loadometer Station - Southbound (I-71)		0.00		0.00000	11,700.00	11,700.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Boone County Loadometer Station on Southbound I-71.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
6	Kenton County Loadometer Station - Southbound (I-75)		0.00		0.00000	11,700.00	11,700.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Kenton County Loadometer Station on Southbound I-75.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
7	Laurel County Loadometer Station - Northbound (I-75)		0.00		0.00000	7,800.00	7,800.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Laurel County Loadometer Station on Northbound I-75.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
8	Laurel County Loadometer Station - Southbound (I-75)		0.00		0.00000	7,800.00	7,800.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Laurel County Loadometer Station on Southbound I-75.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
9	Scott County Loadometer Station - Northbound (I-75)		0.00		0.00000	6,600.00	6,600.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Scott County Loadometer Station on Northbound I-75.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
10	Hardin County Loadometer Station - Northbound (I-65)		0.00		0.00000	0.00	0.00

Extended Description

DELETED LINE ITEM- LOCATION HAS CLOSED AND EQUIPMENT REMOVED

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Hardin County Loadometer Station on Northbound I-65.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
11	Hardin County Loadometer Station - Southbound (I-65)		0.00		0.00000	3,450.00	3,450.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Hardin County Loadometer Station on Southbound I-65.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
12	Shelby County Loadometer Station - Eastbound (I-64)		0.00		0.00000	900.00	900.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Shelby County Loadometer Station on Eastbound I-64.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
13	Shelby County Loadometer Station - Westbound (I-64)		0.00		0.00000	0.00	0.00

Extended Description

DELETED LINE ITEM- LOCATION HAS CLOSED AND EQUIPMENT REMOVED

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Shelby County Loadometer Station on Westbound I-64.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
14	Rowan County Loadometer Station - Eastbound (I-64)		0.00		0.00000	0.00	0.00

Extended Description

DELETED LINE ITEM- LOCATION HAS CLOSED AND EQUIPMENT REMOVED

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Rowan County Loadometer Station on Eastbound I-64.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
15	Rowan County Loadometer Station - Westbound (I-64)		0.00		0.00000	3,450.00	3,450.00

Extended Description

Preventative Maintenance Services for the Weigh Scales and the Weigh In Motion (WIM) Systems at the Rowan County Loadometer Station on Westbound I-64.

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 4 of 17
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PREVENTATIVE MAINTENANCE SERVICES FOR STATEWIDE SCALE AND WIM SYSTEM SERVICES:

PURPOSE:

Master Agreement Contract to provide preventative maintenance services to maintain the weigh scales and weigh in motion systems for the Kentucky Transportation Cabinet Department of Highways. Services will be performed by certified scale technicians in order to ensure the weigh station scales (both weigh-in-motion [WIM] and static scales systems) are working within manufacturer's standards and Handbook 44.

OBJECTIVE:

The objective of this service contract is to provide equipment, tools, transportation, time and a labor force having the appropriate knowledge, skills, abilities and training necessary to perform the tasks as specified in these Terms and Conditions.

Sites included:

Location	PM/ Yr	Static Scale Type	Qty of Static	WIM Type	Qty of WIMs
Lyon County East	1	Toledo Digitol	1	Analog	1
Lyon County West	1	Toledo Digitol	1	Analog	1
Henderson	1	Toledo Digitol	1	Analog	1
Simpson	1	Toledo Digitol	1	Analog	1
Boone	1	Toledo Digitol	1	Analog	1
Kenton	1	Toledo Digitol	1	Analog	1
Georgetown	1	Toledo Digitol	1	Analog	1
London South	1	Toledo Digitol	1	Analog	1
London North	1	Toledo Digitol	1	Analog	1
Elizabethtown South	1	Toledo Analog	1	Static Combo	1
Elizabethtown North	1	Toledo Analog	1	Static Combo	1
Shelbyville East	1	Toledo Analog	1	Static Comb	1
Shelbyville West	1	Toledo Analog	1	Static Combo	1
Morehead East	1	Toledo Analog	1	Static Combo	1

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 5 of 17
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Morehead West	1	Toledo Analog	1	Static Combo	1
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The following tasks shall be completed to the above weigh station scales and all work must be performed by certified scale technician:

Task 1 Preventative Maintenance (PM) Cleaning:

Task 1.1 Static Scale Cleaning:

- A. Verify sump pump is operational.
- B. Remove dirt, debris, and any mud from pit and sump pump cavity before washing.
- C. Wash down scale decks with pressure washer (minimum 3000 PSI) and appropriate cleaner/degreaser (including between scale deck coping and pit wall and approaches).
- D. Wash down pits with pressure washer (minimum 3000 PSI). Wash toward sump pump or natural drain from each end of scale pit.
- E. Verify that high water alarm is functional.

Task 1.2 WIM Scale Cleaning:

- A. Remove platform frame.
- B. Remove all dirt and debris for inside scale pit and ensure all shim areas free of any debris.

Task 2 Lubrication:

Task 2.1 Electronic Scales:

- A. Remove all grease and apply new grease to all moving parts as per manufactures requirements.
- B. Remove all load cells and grease on top and bottom load pins and receiver cups and apply new grease.

Task 2.2 WIM Scales:

- A. Remove all grease and apply new grease to O-rings & rocker pins.

Task 2.3 Printers:

- A. Clean and lubricate where manufacture requires.

Task 3 Diagnostics:

Task 3.1 All Electronics:

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 6 of 17
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- A. Check and record all load cell readings (Raw counts, mill volts, ohms and grounding). See attached forms.
- B. Check all cabling for leaks, proper grounding, and connections.
- C. Check all junction boxes for seal and proper connectivity.
- D. Check and record WIM scale counts (see attached forms).
- E. Record and ohm each WIM load cell at WIM cabinet (see attached forms).

Task 4 Scale Systems:

Task 4.1 Electronic Systems:

- A. Load Cell Base Plates:
 - 1. Check for rust and loose bolts.
 - 2. Check for cracks or missing grout under base plates.
- B. Load Cell:
 - 1. Check to ensure all load cells are plumb.
 - 2. Check top and bottom of load pins for wear.
 - 3. Check upper and lower receiver cups for wear.
 - 4. Check load cell cable connections.
- C. Bumper Checking System:
 - 1. Check longitudinal gap (1/8") and make sure bumper devices are secure.
 - 2. Check lateral gap (1/16") and make sure bumper devices are secure.
 - 3. Check all couplers for wear and loose nuts.
 - 4. Replace all broken coupler parts as needed.

Task 4.2 WIM Scales:

- 1. Check and record WIM load cell counts (see attached forms).
- 2. Visually check scale platforms for visible damage.
- 3. Remove cover plates, preload bolts, and anti lift bolts and check platform for level or rocking.
- 4. Remove platform.
- 5. Check shims for damage and replace as needed.
- 6. Remove load pins from load cells and check gasket for wear. Grease all pins.
- 7. Check torque on load cell bolts (390 ft. lbs.).

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 7 of 17
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8. Check all bolts in frame for tightness
9. Reinstall platform, pre-load bolts torque (300 ft. lbs.), and install anti lift blocks (1/32 gap).
10. Replace shims and o-rings.

Task 4.3 Instrumentation/PCs/Printers/Graphic panel:

- A. Check connectivity, clean, and lubricate where required.
- B. Check fans, drives, and keys for proper functionality.
- C. Verify all display segments illuminate.
- D. Verify all lights on graphic panel illuminate.

Task 4.4 Peripherals:

- A. Verify proper functionality of the following peripheral devices:
 1. OPEN/CLOSE signs.
 2. Loops.
 3. Over height detector.
 4. Off scale detectors.
 5. Overhead signalization.
 6. Prepare to stops and strobes.
 7. Traffic lights.

Task 4.6 Junction Boxes:

- A. Verify proper connectivity to all devices.
- B. Verify connectors are tight and provide seal.
- C. Verify lid is on tight and provides seal.

Task 5 Testing:

Task 5.1 All Static Scales (All Testing to meet HB44 Standards):

- A. Perform sectional, linearity and repeatability tests and adjust as required. This test must be performed with a minimum 25,000 LBS. certified test weights and cart.
- B. Perform strain load test and adjust as required. This test must be performed with a minimum 55,000 LBS.
- C. Repeat test as necessary to comply with HB44 standards.
- D. Provide print outs of the test.

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 8 of 17
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Task 5.2 All WIM Scales:

- A. Perform corner, linearity and repeatability tests then adjust as required. This test must be performed with a minimum 5,000 LBS certified test weights.
- B. Apply certified test weight for calibration and adjust as required. This test must be performed with a minimum 5,000 LBS certified test weights.
- C. Perform in-motion tests and adjust as required to comply with standards.
- D. Provide print outs of the test.

Task 6 Schedule:

Task 6.1 Upon receipt of the Delivery Order:

- A. Firm shall begin preparation for Prevention Maintenance completion. All required supplies shall be acquired.
- B. Approximately two weeks after receiving the Delivery Order your firm shall begin performance of Preventative Maintenance.
- C. Initial Preventative Maintenance of all facilities will be completed within 180 days of receipt of the Delivery Order.
- D. Performance of one Preventative Maintenance on all operating sites as outlined above. Each Preventative Maintenance Cycle will be performed on an annual basis for all sites.
- E. All services shall be completed one-year of the receipt of the Delivery Order.

Task 7

Task 7.1

- B. Software:
 1. Corrective Maintenance to the software is at no cost to the state.
 2. Unless software damage was by way of natural disasters (water, lightning, power surge...).
 3. Installation of software must be performed by certified scale technicians.

Glossary of Terms:

The following definitions should be used to clarify the intended meaning of these terms, codes, and phrases throughout this agreement.

Term	Definition
CM	Corrective Maintenance
PM	Preventive Maintenance Inspection
WIM	Weighing In Motion

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 9 of 17
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Contractor Requirements:

Training:

All PM and CM work must be provided by service personnel with factory training on the following equipment

- ✂ Mettler-Toledo WIM equipment (45MPH).
- ✂ Mettler-Toledo industrial weighing equipment.
- ✂ OPEN/CLOSE signs and controllers
- ✂ Loops and controllers
- ✂ Overhead signalization and controllers
- ✂ Prepare to stops and strobes and controllers
- ✂ Over height devices and controllers
- ✂ Lightning protection for the WIM/static scale system and Peripherals
- ✂ Sump pump and alarm system

Identification:

All Service personnel must have an identification card, uniform, hat or other visible means of company identification while working at these facilities.

Conduct:

Proper, professional conduct is expected at all times. Conduct standards shall be provided with bid.

Safety Issues:

All Contractor personnel must abide by all OSHA standards and requirements while working in or on these facilities. Contractor must supply their written safety policy, and evidence of on going training. All Contractor employees are to follow safety standards outlined in their safety policy. Traffic cones will be used to close the facility for PM work as needed.

Warranty:

Contractor will provide the following warranty:

- ✂ All defects in workmanship or conformities found within 14 working days shall be repaired at no additional charge.

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 11 of 17
-------------------	---	---	--------------------------------

Load Cell 15					
Load Cell 16					

Scale Number:

	millivolt	Input Resistance	Output Resistance	Pre-work Raw Counts	Post Work Raw Counts
Load Cell 1					
Load Cell 2					
Load Cell 3					
Load Cell 4					
Load Cell 5					
Load Cell 6					
Load Cell 7					
Load Cell 8					
Load Cell 9					
Load Cell 10					
Load Cell 11					
Load Cell 12					
Load Cell 13					
Load Cell 14					
Load Cell 15					
Load Cell 16					

Scale Number:

Direction of weight cart travel:

Strain Load Test:

Known Weight:

Actual Weight:

	Section 1	Section 2	Section 3	Section 1 after adjustment	Section 2 after adjustment	Section 3 after adjustment
Platform 1						
Platform 2						
Platform 3						

Scale Number:

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 12 of 17
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Direction of weight cart travel:

	Section 1	Section 2	Section 3	Section 1 after adjustment	Section 2 after adjustment	Section 3 after adjustment
Platform 1						
Platform 2						
Platform 3						

Scale Number:

Direction of weight cart travel:

Strain Load Test:

Known Weight:

Actual Weight:

	Section 1	Section 2	Section 3	Section 1 after adjustment	Section 2 after adjustment	Section 3 after adjustment
Platform 1						
Platform 2						
Platform 3						

Scale Number:

Direction of weight cart travel:

	Section 1	Section 2	Section 3	Section 1 after adjustment	Section 2 after adjustment	Section 3 after adjustment
Platform 1						
Platform 2						
Platform 3						

Address of Load Cells @ Digital Scales:

1	3	3-1	3-3	6-1	6-3	6-5
2	4	3-2	3-4	6-2	6-4	6-6

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 13 of 17
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Recommendations of future repairs:

Weigh In Motion Scale Report

Site Name:

Date:

Technician Name(s):

Scale Number:

	Signal	Excitation	Platform Raw Counts	Shield to Ground
Scale 1				
Load cell 1				
Load cell 2				
Load cell 3				
Load cell 4				
Scale 2				
Load cell 2-1				
Load cell 2-2				
Load cell 2-3				
Load cell 2-4				

Scale Number:

	Signal	Excitation	Platform Raw Counts	Shield to Ground
Scale 1				
Load cell 1				
Load cell 2				
Load cell 3				

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 14 of 17
-------------------	---	---	--------------------------------

Load cell 4				
Scale 2				
Load cell 2-1				
Load cell 2-2				
Load cell 2-3				
Load cell 2-4				

Description of work performed, parts replaced, and scale overall condition:

0600000530	Document Phase Pending	Document Description Preventative Maintenance Services for Loadometer Stations	Page 15 of 17
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**Transportation Cabinet
Master Agreement
Terms and Conditions**

This is a Master Agreement for: Preventative Maintenance Loadometer Stations

Initial contract period

This contract will be for the initial period of 1 year from date of award.

Optional renewal period

This contract may be extended at the completion of the initial contract for 2 additional 1 year period (s). This extension must have the written approval of the vendor and the Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Either party may exercise the right of non-renewal with a 90 (ninety) days written notice prior to end of the initial period.

Agencies to be served

This contract shall be for use by the following agencies of the Kentucky Transportation Cabinet: Division of Maintenance and all Highway Districts.

No shipments shall be made except upon receipt by contractor of an official order from a using agency.

*******Inspection*******

All supplies and equipment shall be subject to inspection or test by the state prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirements, the state shall have the right to reject them or require acceptable correction at the vendor's expense.

Agreement between parties

In submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and any communication(s) between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any valid changes of contractual agreement must be formalized by issuance of a modification from the Division of Purchases.

*******Basis of price quotations*******

Price adjustments:

Unless otherwise specified the prices established by this contract shall be firm for the contract period

0600000530	Document Phase Pending	Document Description Preventative Maintenance Servi ces for Loadometer Stations	Page 16 of 17
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subject to the following:

A. *price increases: a price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during this contract period. This price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increases are justified. The Division of Transportation Purchases may request additional information or justification. If the price increase is denied the contract holder may withdraw from the contract without prejudice upon written notice and acceptance by the division of transportation purchases. Notice of withdrawal must be provided forty-five (45) days prior to the effective date.

B. *price decreases: the contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the division of purchases with notice of any price decreases, as soon as such decreases are available.

C. *optional renewal periods: if the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in "a. *price increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "a" above.

*******Optional periods*******

If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw from either exercising the option or continuing the contract in an extended period.

*******Extension period*******

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

*******Quantity basis of contract*******

No guaranteed quantities

It is herein set forth that the contract established has no guarantee of any specific quantity and that the state is obligated only to buy that quantity which is needed by its agencies. No estimates of any quantity is implied nor inferred from this contract.

*******FOB basis of shipments*******

This contractor shall be fully responsible for all shipments, fob destination, to the Kentucky agency location indicated on each order. All shipments must be freight prepaid. Quotations of unit prices on the contract shall be fob, receiving agency.

*******Cancellation clause*******

The Division of Transportation Purchases may cancel this contract by giving the vendor written notice thirty (30) days prior to effective date.

0600000530	Document Phase Pending	Document Description Preventative Maintenance Servi ces for Loadometer Stations	Page 17 of 17
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*******Termination of contract*******

The state reserves the right to terminate contract for convenience when requirements under the contract no longer exist or changes in such supplies or services render the contract as not responsive to the needs of the state. A written notice will be given to the vendor at least thirty (30) days prior to such proposed termination date.

*******Exception to required use of contract*******

The establishment of this master agreement is not intended to preclude the use of similar products when requested by the agency.

*******Addition of items*******

The Division of Purchases reserves the right to add any like or new items to the contract awarded. Only the Division of Purchases may issue authorization for such add-ons. The Division of Purchases will determine if item usage warrants such an addition to a contract. Should an add-on be in agreement with the division of purchases and the contractor, a contract modification will be issued by the Division of Purchases. The contractor will not accept orders from the agency for items not stated on the master agreement referencing the contract number until such time as a modification is received.

*******Extending master agreement to other agencies*******

The Division of Transportation Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).

*******Payments*******

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries.

Governmental restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items on this master agreement prior to delivery, it shall be the responsibility of the vendor to notify the Division of Transportation Purchases in writing, indicating the specific regulation which requires such alterations. The commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

ALL PROVISIONS OF THE SOLICITATION WILL BE PART OF THE RESULTING CONTRACT (S).